

# **MEMORANDUM OF UNDERSTANDING**

BETWEEN

**THE STATE OF WYOMING  
DEPARTMENT OF AGRICULTURE**

AND

**THE U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT**

REGARDING

**COORDINATION OF ANIMAL DAMAGE CONTROL  
ACTIVITIES IN WYOMING**

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**INTRODUCTION:**

**PARTIES TO THE AGREEMENT -**

This memorandum of understanding (hereinafter referred to as an "MOU") is entered into by the State of Wyoming - Department of Agriculture (hereinafter referred to as "WDA"), and the United States Department of the Interior - Bureau of Land Management - Wyoming State Office (hereinafter referred to as "BLM").

**BACKGROUND / NEED -**

The State of Wyoming has a "rich" wildlife resource and is inhabited by a number of wildlife species, some of whom are predators of domestic livestock. Wyoming also has a long history and culture of the raising of domestic livestock (predominantly cattle, sheep, horses, and poultry), and this industry plays a significant role in the economy of the State. Because of the inherent conflict between predatory wildlife and domestic livestock, the need arises from time to time for the management of depredating animals to protect property and safeguard human health and safety.

The WDA has oversight authority and certain administrative responsibilities for the conduct of predator management activities in the State of Wyoming, particularly in regard to the protection of domestic livestock. These predator management responsibilities most particularly extend to the regulation of airborne hunting permits for animal damage control (ADC) and the training and permitting of the use of predacides and other restricted chemicals.

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The BLM is charged with the multiple use management of approximately 18 million acres of Federally owned public lands in the State of Wyoming. To meet this goal the BLM provides for, and regulates, a variety of public land uses (including domestic livestock grazing) in an ecologically based and environmentally sound manner. To be most effective in accomplishing this task, the BLM must be aware of the activities occurring on the public lands (e.g., ADC activities) and coordinate with the other natural resource management and regulatory agencies (e.g., WDA) working in the State.

### **PURPOSE -**

The purpose of this MOU is to establish formal procedures for the coordination of aerial hunting of predators (usually coyotes and foxes) and the use of predacides and rodenticides for ADC purposes over or on BLM administered public lands in the State of Wyoming.

### **AUTHORITY:**

#### **STATE OF WYOMING -**

- Wyoming Statutes 11-6-101 through 11-6-108 [Predatory Animal Control].
- Wyoming Statutes 11-6-201 through 11-6-210 [Predatory Animal Boards].
- Wyoming Regulations - Chapter V [Predatory Animal Control].
- Wyoming Environmental Pesticide Control Act of 1973.
- Umbrella MOU between the Governor of the State of Wyoming and the USDI/ BLM dated 10/28/75 regarding General Intergovernmental Cooperation and Coordination.

#### **UNITED STATES -**

- The Federal Land Policy and Management Act [FLPMA] of 1976. (P.L. 94- 579). 43 U.S.C. 1701.
- The National Environmental Policy Act [NEPA] of 1969, as amended. (P.L. 91-190). 42 U.S.C. 4321.
- The Endangered Species Act (ESA) of 1973, as amended. (P.L. 93-205). 16 U.S.C. 1531.
- The Taylor Grazing Act of 1934, as amended. (P.L. 73-482). 43 U.S.C. 315. [Livestock Grazing on Public Lands].
- The Animal Damage Control Act [ADC] of 1931. 7 U.S.C. 426.
- The Fish and Wildlife Act of 1956, as amended. (P.L. 1024). 16 U.S.C. 742 j-l. [Airborne Hunting].
- Bald Eagle Protection Act of 1940, as amended. 16 U.S.C. 668. [Bald and Golden Eagles].

- Federal Insecticide, Fungicide and Rodenticide Act [FIFRA] of 1947, as amended. 7  
U.S.C. 136.

## **AREAS OF COOPERATION:**

### **WYOMING DEPARTMENT OF AGRICULTURE AGREES TO -**

- A. Issue permits to eligible pilots and gunners in accordance with the appropriate laws and regulations for the purposes of aerial hunting for ADC in the State of Wyoming.
- B. Issue licenses to certified applicators in accordance with the appropriate laws and regulations for the purposes of predacide/rodenticide use for animal damage control in the State of Wyoming.
- C. Provide to the BLM state office in Cheyenne, on an annual basis (prior to the main ADC season), a list of those pilots and gunners permitted, and aircraft licensed, by county in Wyoming for the purposes of aerial hunting for ADC.
- D. Provide to the BLM state office in Cheyenne, on an annual basis (prior to the main ADC season), a list of those applicators certified to use predacides/rodenticides, by county in Wyoming for the purposes of animal damage control.
- E. Notify permitted aerial hunting pilots and gunners of those areas delineated by the BLM (in consultation with the WDA) as having some form of ADC restrictions.
- F. Notify certified predacide/rodenticide applicators of those areas delineated by the BLM (in consultation with the WDA) as having some form of ADC restrictions.

### **U.S.D.I. - BUREAU OF LAND MANAGEMENT AGREES TO -**

- A. Allow the aerial hunting of predators (mainly coyotes and red foxes) by WDA permitted pilots and gunners for ADC over BLM administered public lands in Wyoming in accordance with the established ADC plans.
- B. Allow the application of predacides/rodenticides by certified applicators for ADC on BLM administered public lands in Wyoming in accordance with the established ADC plans.
- C. Provide to the WDA annually with copies of the acknowledged (U.S. Department of Agriculture - Animal and Plant Health Inspection Services - Wildlife Services' [APHIS/WS] animal damage management), or approved (non-APHIS/WS county predator animal board [PAB]) plans for ADC on BLM administered public lands.
- D. Up-date the WDA with any changes to the established ADC plans for the

public lands as they arise and within a reasonable time period for the WDA to notify permitted pilots and certified applicators. In no cases should the BLM notification to WDA take longer than 21 calendar days from the time of change.

#### **WDA AND BLM MUTUALLY AGREE TO -**

- A. Cooperate in apprising each other, as far in advance as possible, of any ADC related actions that might affect either party.
- B. Cooperate in the development and review of any adjunct ADC operating guidelines or agreements between the state level predatory animal board (PAB), county PABs, WDA, and the BLM, as needed.
- C. Meet periodically at a time and location as mutually arranged to review and evaluate current conditions and trends concerning the intent and overall functioning of this agreement and the general status of ADC activities on BLM administered public lands in the State of Wyoming.

#### **ADMINISTRATIVE / LEGAL PROVISIONS:**

##### **PAYMENT -**

This MOU does not involve any financial obligation, or the exchange of resources. No payment, either monetary, in-kind, or services shall be made to either party by the other party as a result of this agreement. Any future financial commitment by either agency regarding this subject shall be accomplished by a separate procurement agreement.

Nothing in this agreement requires either party to assume or expend any sum in excess of available appropriations.

##### **TERMS OF THE AGREEMENT -**

This MOU, consisting of 7 pages, represents the entire and integrated agreement between the parties, and supersedes any and all prior agreements, representations, or negotiations regarding this topic, whether written or oral.

This MOU shall commence upon the date last signed by the duly authorized representatives of the parties to this MOU, and shall be executed and remain in full force and effect until terminated.

Either party to this agreement may request changes to this MOU. Any amendments or revisions to this MOU which are mutually agreed upon by the parties to this

document shall be incorporated, in writing, executed, and signed by all parties to this MOU.

Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

This MOU may be terminated, with or without cause, by either party upon receipt of thirty (30) days written notice; which notice shall be delivered by hand or by certified mail.

#### **LEGAL EXTENT OF INFLUENCE -**

Nothing herein should be construed as limiting or affecting in any way the authority or legal responsibility of either the WDA or BLM, or be considered as binding either the WDA or BLM to perform beyond the respective authority of their institutions. Each and every provision herein is subject to the laws and regulations of the State of Wyoming and the United States.

Nothing in this memorandum of understanding will be construed to alter the legal rights and remedies which the State of Wyoming and the United States would otherwise have.

The State of Wyoming, Department of Agriculture and the U.S. Department of the Interior, Bureau of Land Management do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on, or occurring as a result of, this MOU.

The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend, and expressly agree, that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring any action for the breach of this MOU.

#### **CONTACTS -**

Any inquiries regarding the functional aspects of this MOU should be directed at the following officials:

**State of Wyoming**

Director  
 Wyoming Department of Agriculture  
 2219 Carey Avenue  
 Cheyenne, Wyoming 82002  
 PHONE: (307) 777-7321

**United States**

State Director  
 USDI - Bureau of Land Management  
 5353 Yellowstone Road  
 Cheyenne, Wyoming 82009  
 PHONE: (307) 775-6001

**APPROVAL / SIGNATURE:****EFFECTIVE DATE -**

Prior Approval. This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.

The effective date of this MOU is the date of the signature last affixed to this document.

**APPROVAL / SIGNATURE -**

In witness whereof, the parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

**WYOMING DEPARTMENT OF AGRICULTURE**

/s/Ron Micheli  
 Ron Micheli, Director

2/12/98  
 Date

**U.S. DEPARTMENT OF THE INTERIOR - BUREAU OF LAND MANAGEMENT**

/s/ Alan R. Pierson  
 Alan R. Pierson, State Director

March 26, 1998  
 Date

**WYOMING ATTORNEY GENERAL'S OFFICE - APPROVAL AS TO FORM**

/s/ Carrol S. Verosky  
 Carrol S. Verosky, Assistant Attorney General

2/4/98  
 Date